

### **REMARKS**

The above Amendments and these Remarks are in response to the Office action mailed September 05, 2008. Applicant has amended claims 1, 6-7, and 10-11, and canceled claim 8 without prejudice. No new matter is added. Claims 1-7 and 10-11 remain pending in the application.

Applicant appreciates Examiner's careful review and consideration of the present application.

#### ***Priority***

Acknowledgment is made of applicant's claim for foreign priority based on an application filed in Taiwan on April 11, 2003. It is noted, however, that applicant has not filed a certified copy of the foreign application as required by 35 U.S.C. 119 (b).

The Examiner is thanked for acknowledging the foreign priority based on an application filed in Taiwan on April 11, 2003. In the response to this Office Action, applicant respectfully holds this requirement in abeyance and will submit a certified copy of the foreign application TAIWAN 92108302 upon receiving a Notice of Allowance.

#### ***Specification***

The abstract of the disclosure was objected to because it includes language which is implied. Correction is required.

With regards to Examiner's suggestions, applicant has amended the abstract by correcting the phrase "An exemplary system" to the phrase "A system" in line 1. Accordingly, it is submitted that the abstract now complies with the MPEP format and language guidelines, and is in proper form. Reconsideration and removal of the objection are respectfully requested.

***Claim Rejections Under 35 U.S.C. 112***

Claims 6-8 and 10-11 were rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

I. Specifically as to claim 6, it is unclear how the winning supplier is selected in the granting step of the claim.

Applicant respectfully disagrees with the above statement and explains as follows:

The winning supplier is selected by “comparing the bidding results....according to quoting records of the” previously “selected suppliers” that were selected from “a plurality of suitable suppliers by comparing the information on the products to be purchased and the basic data on suppliers.” The winning supplier is then granted the winning bid and notified to deliver the products.

Accordingly, applicant submits that amended claim 6 is clear and distinct.

II. Specifically as to claim 7, the claim is indefinite for the “when” statement in that it is unclear what parameters are used to determine if quality of the product. Further, the claim is indefinite as it does not include steps to perform if the quality is unsatisfactory.

In response, applicant has amended the claim 7 by deleting the features of “and determining whether the quality of the products is satisfactory” and “calculating corresponding accounts when the quality of the products is satisfactory”, thus, it is submitted that amended claim 7 is now definite.

III. Specifically as to claim 8, the claim is indefinite because the “when” statement is not complete as to what action is taken for the alternative.

In response, applicant has canceled the claim 8 without prejudice, thus, the rejection relating thereto is now moot.

IV. Specifically as to claim 10, the “when” statement in the claim is unclear for the reasons set forth in the above rejection of claims 6-8.

Applicant has amended claim 10 by changing the term “when” to the phrase “on the condition that.” Amended claim 10 depends on amended claim 6 and as described

in item I, in relation to amended claim 6, above, the winning supplier is selected by comparing the bidding results. Amended claim 10 states: “On the condition that the winning supplier does not accept the grant” a “new winning supplier” is selected. Inherently, the new supplier will be selected based on the second winning bid.

Accordingly, applicant submits that the presented claimed feature in amended claim 10 is clear and distinct.

V. Specifically as to claim 11, the “when” statement in the claim is unclear for the reasons set forth in the above rejection of claims 6-8.

In response, applicant has amended claim 11 by deleting the feature of “, when the quality of the products delivered is not satisfactory”. Thus, it is submitted that amended claim 11 is now definite.

In summary, applicant submits that amended claim 6-7 and 10-11 comply with 35 U.S.C. 112, second paragraph. Reconsideration and removal of the rejection under 35 U.S.C. 101 as to claim 6-7 and 10-11 are requested.

#### ***Claim Rejection Under 35 U.S.C. 101***

Claims 6-8 and 10-11 were rejected under 35 U.S.C. 101 because the claimed invention directed to non-statutory subject matter.

In response to this rejection, applicant has amended claim 6 by adding materials of hardware devices (i.e. a client computer and a database) and reciting subject matter that is being transformed (i.e. generating a bid opening record). The amended claim 6 recites the use of a client computer and a database, thus, the process claimed in amended claim 6 is tied to another statutory class. Furthermore, the process claimed in the amended claim 6 produces a practical result or outcome of “bid opening record”, which enables different suppliers to make well-founded bidding decisions to participate in the bidding online. Therefore, it is submitted that the result produced by carrying out the claimed method of amended claim 6 produces a “useful, concrete and tangible”

result. Thus, applicant submits that amended claim 6 now complying with 35 U.S.C. 101. Reconsideration and removal of the rejection under 35 U.S.C. 101 as to claim 6 are requested.

Claims 7 and 10-11 depend from amended independent claim 6, thus, claims 7 and 10-11 also complies with 35 U.S.C. 101.

Applicant has canceled claim 8 without prejudice, thus, the rejection relating thereto is now moot.

### ***Claim Rejections Under 35 U.S.C. 103***

Claims 1-8 and 10-11 were rejected under 35 U.S.C. 103(a) as being unpatentable over Giovannoli (US Pat. No. US 5,758,328) in view of Aycock et al. (US Pat. No. 5,765,138, hereinafter referred to as Aycock).

Applicant respectfully requests reconsideration and removal of the rejections and allowance of claims 1-7 and 10-11, for at least the following reasons:

#### **Claims 1-5**

Claim 1 recites in part:

***“a price inquiring/quoting/price negotiating management module for inquiring of prices, receiving quotations from selected suppliers, negotiating prices, and generating price-related records; [and]***

***an online bidding management module for opening a bid, comparing bidding results according to the price-related records, determining a winning supplier, granting a winning bid to the winning supplier, and generating bid-related records.”***

Giovannoli discloses that “... [t]he quotation system uses the vendor’s quotations to prepare E-mail for the requesting buyer. The E-mail can be formatted using HTML codes to permit the buyer to display its E-mail as if it were an HTML page. In this way the E-mail response will have HTML hypertext capability and enable the buyer to select options from the HTML coded E-mail for convenient processing of the quotations. Such options may include sending an electronic purchase order in response to a vendor

quotation, and requesting that appropriate credit information of the buyer be provided to the vendor from records kept by the quotation system” (see FIG. 2A and FIG. 2B).

From the disclosures above, it can be known that, in Giovannoli, a buyer selects a vendor *only according to quotations from vendors*. However, as claimed in claim 1 of the present application, suppliers are selected through a supplier data management module; prices are inquired from the selected suppliers, quoted prices are received from the selected suppliers, the quoted prices are *negotiated* with the selected suppliers and price-related records are generated through a price inquiring/quoting/price negotiating management module; opening a bid, *compares bidding results according to the price-related records*; and finally, *determining a winning supplier*, and *grants a winning bid* to the winning supplier through an online bidding management module.

Even assuming that Giovannoli has disclosed the features of “inquiring of prices, receiving quotations from selected suppliers,” Giovannoli does not disclose or suggest the feature of “negotiating prices with the selected suppliers,” and further does not disclose or suggest the features of “opening a bid, comparing bidding results, determining a winning supplier, granting a winning bid to the winning supplier, and generating bid-related records.”

Applicant submits that the features of “negotiating prices with the selected suppliers” and “opening a bid, comparing bidding results, determining a winning supplier, granting a winning bid to the winning supplier, and generating bid-related records” are keys in claim 1 of the present application. Such features can make the buyer communicates with suppliers timely, and thus, select a more suitable supplier. However, Giovannoli does not disclose or suggest these features at all.

In summary, applicant submits that Giovannoli does not teach or suggest the feature of “*a price inquiring/quoting/price negotiating management module for inquiring of prices, receiving quotations from selected suppliers, negotiating prices, and generating price-related records; [and] an online bidding management module for opening a bid, comparing bidding results according to the price-related records,*

***determining a winning supplier, granting a winning bid to the winning supplier, and generating bid-related records,***” as recited in claim 1 of the present application.

In addition, applicant submits that Aycock does not teach or suggest the invention having the above-highlighted features either. Furthermore, any combination of Giovannoli and Aycock fails to teach or suggest the invention having the above-highlighted features.

In addition, claim 1 recites in part:

“a contract management module for ***signing procurement contracts with winning suppliers online, and for maintaining the procurement contracts.***”

Applicant submits that Giovannoli fails to disclose, teach, or suggest the invention having the above-highlighted feature as recited in claim 1. This submission is supported by the statement on page 6 of the current Office action.

On page 6 of the current Office action, it is stated that figure 6 of Aycock teaches or suggests the above-highlighted feature. Applicant respectfully disagrees and traverses for at least the reason below.

Figure 6 discloses *an exemplary display* of the supplier self-evaluation system and further discloses *how to operate* the supplier self-evaluation system using the display. The supplier self-evaluation system of Aycock is configured for suppliers *responding to requests for proposals in an efficient manner*.

However, as claimed in claim 1, the contract management module of the present application is configured for a user *signing procurement contracts with winning suppliers online, and for maintaining the procurement contracts*. It is submitted that the feature of “operating a system that responds to requests” is different from the feature of “signing procurement online.”

Thus, Aycock does not teach or suggest the feature of “a contract management module for ***signing procurement contracts with winning suppliers online, and for maintaining the procurement contracts,***” as recited in claim 1 of the present application. In addition, applicant submits that Aycock or the combination of Aycock

and Giovannoli fails to teach or suggest the invention having the above-highlighted feature either.

On page 8 of the current Office action, Examiner states that “Applicant appears to be relying on intended use of the system. What a device is, not what it does. The claim must distinguish in terms of structure not function.” Although physical structure of the application server claimed in claim 1 of the present application are same with the application server in the prior art, applicant submits that the internal structure of the application server in claim 1 are different from the application server in the prior art because of the application server in claim 1 having a plurality of functional modules (i.e. a supplier data management module, a price inquiring/quoting/price negotiating management module, an online bidding management module, and a contract management module) installed therein. Due to the different internal structure having the functional modules, the application server in claim 1 of the present application has obviously different functions with the application server in the prior art.

For at least the above reasons, applicant submits that any combination of Giovannoli and Aycock does not teach or even suggest the present invention having the above-described features as set forth in amended claim 1. That is, amended claim 1 is unobvious and patentable over Giovannoli in view of Aycock under 35 U.S.C. 103(a). Reconsideration and removal of the rejection and allowance of amended claim 1 are requested.

Claims 2-5 depend from independent claim 1, and respectively recite additional subject matter. Therefore, applicant submits that claims 2-5 are also allowable.

**Claims 6-8 and 10-11**

Claim 6, as amended, recites in part:

*“opening a bid online, generating a bid opening record, and storing the bid opening record in the database;*

*receiving bidding results from the selected suppliers, and storing the bidding results in the database;*

*comparing the bidding results to select a winning supplier according to quoting records of the selected suppliers, price negotiating records with the selected suppliers and information on products to be purchased; and*  
*granting a winning bid to the winning supplier and notifying the winning supplier to deliver the products.”*

Amended claim 6 is a method claim corresponding to the system of claim 1. Referring to and incorporating herein the above reasons regarding the patentability of claim 1, applicant submits that any combination of Giovannoli and Aycock does not teach or even suggest the invention having the above-described features as set forth in amended claim 6. Accordingly, amended claim 6 is unobvious under 35 U.S.C. §103(a) over Giovannoli in view of Aycock. Reconsideration and removal of the rejection and allowance of amended claim 6 are requested.

Since claims 7 and 10-11 depend from amended independent claim 6, and recite additional subject matter, claims 7 and 10-11 should also be allowable.

Since applicant has canceled claim 8 without prejudice, the rejection relating to claim 8 is now moot.



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### CONCLUSION

Applicant submits that the foregoing Amendment and Response place this application in condition for allowance. If Examiner believes that there are any issues that can be resolved by a telephone conference, or that there are any informalities that can be corrected by an Examiner's amendment, please call the undersigned at 714.626.1224.

Respectfully submitted,  
Lin et al.

By     /Frank R. Niranjani/     Date: October 20, 2008

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